

## **FIRST AMENDMENT TO THE SECOND AMENDED SANTA CLARA COUNTY DATA COMMUNICATIONS NETWORK JOINT FUNDING AGREEMENT**

This First Amendment to the Second Amended Joint Funding Agreement ("Amendment") is made by and between the Cities of Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, Sunnyvale, the Towns of Los Gatos, Los Altos Hills, the South Santa Clara County Fire District, County of Santa Clara, San Jose State University and the Santa Clara Valley Water District (individually referred to as "Network Participant" and collectively "Network Participants") and is dated for identification purposes this 1<sup>st</sup> day of November, 2009.

### **Recitals**

WHEREAS, the Network Participants established the Silicon Valley Regional Interoperability Project ("SVRIP") for the purpose of creating county wide radio interoperability and a public safety radio and data communications network; and

WHEREAS, the Network Participants approved the Santa Clara County Data Communications Network Joint Funding Agreement for the SVRIP in May 2001;

WHEREAS, the Network Participants amended the Santa Clara County Data Communications Network Joint Funding Agreement for the SVRIP in March of 2002;

WHEREAS, the Network Participants amended the Santa Clara County Data Communications Network Joint Funding Agreement for the SVRIP in September of 2004 (the "Second Amended Joint Funding Agreement"); and

WHEREAS, the Steering Committee for the SVRIP is now in the process of preparing for the formation of a separate Joint Powers Authority to implement the next stages of the SVRIP; and

WHEREAS, Network Participants now desire to amend the Second Amended Joint Funding Agreement to provide a mechanism for transferring the assets and obligations of the Network Participants related to the SVRIP to the proposed Joint Powers Authority.

NOW THEREFORE, the Network Participants agree to amend the Second Amended Joint Funding Agreement.

1. Section E of the Joint Funding Agreement to read as follows:

**"E. Term.**

This Agreement shall terminate upon the earlier of the following: (a) formation of a joint powers authority for the SVRIP by a majority of the Network Participants and, after written notice from the Steering Committee to the Network Participants, approval by the Steering Committee of a plan for the disposition of assets held on behalf of the Network Participants, accounts, and obligations, including the transfer or assignment of assets and obligations to the joint powers authority; or (b) written notice from the Steering Committee to the Network Participants that the objectives of the SVRIP have been achieved, together with a plan for disposition of assets on behalf of the Network Participants. Network Participants shall have ten (10) days to register any objections in writing to such termination or plan.

Any Network Participant may withdraw from this Agreement effective at least one hundred twenty (120) days prior written notice to each of the other Network Participants. The Network Participants acknowledge that they have already received the maximum benefit of their financial contribution to the SVRIP and a Network Participant is not entitled to any reimbursement of its contribution upon withdrawal from the SVRIP."

2. This Amendment may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same amendment.
3. Except as modified by this Amendment, the terms of the Second Amended Joint Funding Agreement shall remain unchanged and in full force and effect.
4. This Amendment is governed and construed in accordance with the laws of the State of California.

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IN WITNESS WHEREOF, the Network Participants have caused this Amendment to be executed by their duly authorized representatives as of the date first written above.

Approved as to Form:

By: \_\_\_\_\_  
S. Shasta Greene, Deputy City Attorney  
City of San Jose

City of Campbell

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Cupertino

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Gilroy

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Los Altos

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Town of Los Altos Hills

By: \_\_\_\_\_

Name: \_\_\_\_\_

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Town of Los Gatos

By: \_\_\_\_\_

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City of Milpitas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Monte Sereno

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Morgan Hill

By: \_\_\_\_\_

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Name: \_\_\_\_\_

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City of Mountain View

By: \_\_\_\_\_

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City of Palo Alto

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City of San Jose

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City of Santa Clara

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County of Santa Clara

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Saratoga

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

San Jose State University

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

South Santa Clara Fire District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Santa Clara Valley Water District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Sunnyvale

RD:SSG:SSG

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_